



Contract # 069160

STATE OF UTAH CONTRACT

1. **CONTRACTING PARTIES:** This contract is between the following agency of the State of Utah:
Department of Transportation Agency Code: 810 Motor Carrier Division referred to as (STATE), and the following
CONTRACTOR:

Fred Pryor Seminars and CareerTrack
(divisions of Park University Enterprises, Inc.)
Name

9757 Metcalf Ave.
Address

Overland Park KS 66212
City State Zip

Contact Person Christa Moussa Phone (913) 967-8867 Email cmoussa@pryor.com
Federal Tax ID# 43-1830400 Vendor # 950074A Commodity Code # 95685000000

LEGAL STATUS CONTRACTOR

- ☐ Sole Proprietor
☐ Non-Profit Corporation
☒ For-Profit Corporation
☐ Partnership
☐ Government Agency

2. **GENERAL PURPOSE OF CONTRACT:** The general purpose of this contract is to provide:
Access to online training courses in order to provide business training under the terms and conditions set forth herein, upon the acceptance of this UDOT Agency Contract.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process DGR # 017(1) 2006-778.
4. **CONTRACT PERIOD:** Effective date March 23, 2006 Termination date March 23, 2009 unless terminated early or extended in accordance with the terms and conditions of this contract. With the option of a One (1) year renewal Option.
5. **CONTRACT COSTS:** This is a requirements contract. The CONTRACTOR will be paid per the prices as detailed in Exhibit A Pricing of the contract. This contract is not to exceed \$29,600.00 for a period of Three years with a One (1) renewal option.
6. **ATTACHMENT A:** Division of Purchasing's Standard Terms and Conditions
ATTACHMENT B: Scope of Work, Courses offered on this Contract, & Subscription Agreement
EXHIBIT A: Pricing

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A.

7. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
b. Utah State Procurement Code, Procurement Rules, and CONTRACTOR'S response to Quote #LD6011 dated 03/22/2006.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Kenneth Owen April 19, 2006
Contractor's signature Date

Kenneth Owen, VP On-Site Training
Type or Print Name and Title

STATE

Kelvin G. Thacker 3/21/2006
Kelvin G. Thacker, Procurement Services Manager Date

Kelvin G. Thacker Procurement Services Manager
Type or Print Name and Title

LaDonna Haslem
Agency Contact Person

(801) 965-4068
Telephone Number

(801) 965-4073
Fax Number

lhaslem@utah.gov
Email Address

(Revision 08/26/2003)

ATTACHMENT A: STATE OF UTAH STANDARD TERMS AND CONDITIONS

1. **AUTHORITY:** Provisions of this contract are pursuant to the authority set forth in 63-56, Utah Code Annotated, 1953, as amended, Utah State Procurement Rules (Utah Administrative Code Section R33), and related statutes which permit the State to purchase certain specified services, and other approved purchases for the State.
2. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** The provisions of this contract shall be governed by the laws of the State of Utah. The parties will submit to the jurisdiction of the courts of the State of Utah for any dispute arising out of this Contract or the breach thereof. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** The Contractor and any and all supplies, services, equipment, and construction furnished under this contract will comply fully with all applicable Federal and State laws and regulations.
4. **RECORDS ADMINISTRATION:** The Contractor shall maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this contract. These records shall be retained by the Contractor for at least four years after the contract terminates, or until all audits initiated within the four years, have been completed, whichever is later. The Contractor agrees to allow State and Federal auditors, and State Agency Staff, access to all the records to this contract, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless disclosure has been made in accordance with 67-16-8, Utah Code Annotated, 1953, as amended.
6. **CONTRACTOR, AN INDEPENDENT CONTRACTOR:** The Contractor shall be an independent contractor, and as such, shall have no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the State, except as herein expressly set forth. Compensation stated herein shall be the total amount payable to the Contractor by the State. The Contractor shall be responsible for the payment of all income tax and social security amounts due as a result of payments received from the State for these contract services. Persons employed by the State and acting under the direction of the State shall not be deemed to be employees or agents of the Contractor.
7. **EMPLOYMENT PRACTICES CLAUSE:** The Contractor agrees to abide by the provisions of Title VI and VII of the Civil Rights Act of 1964 (42USC 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. Also, the Contractor agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the work place.
8. **SEPARABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract, unless the provisions are mutually dependent.
9. **RENEGOTIATION OR MODIFICATIONS:** This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the same persons or by persons holding the same position as persons who signed the original agreement on behalf of the parties hereto, and attached to the original signed copy of the contract. Automatic renewals will not apply to this contract.
10. **DEBARMENT:** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract), by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the State. The Contractor must notify the State Director of Purchasing within 30 days if debarred by any governmental entity during the Contract period.
12. **TERMINATION:** Unless otherwise stated in the Special Terms and Conditions, this contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the contract may be terminated for cause. This contract may be terminated without cause, in advance of the specified expiration date, by either party, upon 90 days prior written notice being given the other party. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.
13. **NONAPPROPRIATION OF FUNDS:** The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the Utah State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.
14. **SALES TAX EXEMPTION:** The State of Utah's sales and use tax exemption number is E33399. The tangible personal property or services being purchased are being paid from State funds and used in the exercise of that entity's essential functions. If the items being purchased are construction materials, they will be converted into real property by employees of this government entity, unless otherwise stated in the contract.
15. **WARRANTY:** The Contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The Contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the Contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the Contractor's skill or judgment to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The Contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the Contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of

any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

16. **PUBLIC INFORMATION:** Except as identified in writing and expressly approved by the State Division of Purchasing, Contractor agrees that the contract and related Sales Orders and Invoices will be public documents, and may be available for distribution. Contractor gives the State express permission to make copies of the contract, the response to the solicitation, and related Sales Orders and Invoices in accordance with the State of Utah Government Records Access and Management Act. The permission to make copies as noted will take precedence over any statements of confidentiality, proprietary information, copyright information, or similar notation.
17. **DELIVERY:** Unless otherwise specified in this contract, all deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations.
18. **ORDERING AND INVOICING:** All orders will be shipped promptly in accordance with the delivery schedule. The Contractor will promptly submit invoices (within 30 days of shipment or delivery of services) to the State. The State contract number and/or the agency purchase order number shall be listed on all invoices, freight tickets, and correspondence relating to the contract order. The prices paid by the State will be those prices listed in the contract. The State has the right to adjust or return any invoice reflecting incorrect pricing.
19. **PAYMENT:** Payments are normally made within 30 days following the date the order is delivered or the date a correct invoice is received, whichever is later. All payments to the Contractor will be remitted by mail unless paid by the State of Utah's Purchasing Card (major credit card).
20. **PATENTS, COPYRIGHTS, ETC.:** The Contractor will release, indemnify and hold the State, its officers, agents and employees harmless from liability of any kind or nature, including the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of this contract.
21. **ASSIGNMENT/SUBCONTRACT:** Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the State.
22. **DEFAULT AND REMEDIES:** Any of the following events will constitute cause for the State to declare Contractor in default of the contract: 1. Nonperformance of contractual requirements; 2. A material breach of any term or condition of this contract. The State will issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the State may do one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this contract and any related contracts or portions thereof; 3. Impose liquidated damages, if liquidated damages are listed in the contract; 4. Suspend Contractor from receiving future solicitations.
23. **FORCE MAJEURE:** Neither party to this contract will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.
24. **PROCUREMENT ETHICS:** The Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State, or who in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63-56-1002, Utah Code Annotated, 1953, as amended).
25. **CONFLICT OF TERMS:** Contractor Terms and Conditions that apply must be in writing and attached to the contract. No other Terms and Conditions will apply to this contract including terms listed or referenced on a Contractor's website, terms listed in a Contractor quotation/sales order, etc. In the event of any conflict in the contract terms and conditions, the order of precedence shall be: 1. Atth. A: State of Utah Standard Terms and Conditions; 2. State of Utah Contract Signature Page(s); 3. State Additional Terms and Conditions; 4. Contractor Terms and Conditions.
26. **ENTIRE AGREEMENT:** This Agreement, including all Attachments, and documents incorporated hereunder, and the related State Solicitation constitutes the entire agreement between the parties with respect to the subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on the Contractor's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of the Contractor that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of the State. The parties agree that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

(Revision date: 2 Feb 2006)

ATTACHMENT B

SCOPE OF WORK AND SUBSCRIPTION AGREEMENT

THIS AGREEMENT, made and entered into as of the date of acceptance, is between Fred Pryor Seminars and CareerTrack (divisions of Park University Enterprises, Inc.), a Kansas corporation, having its principal place of business at 9757 Metcalf Avenue, Overland Park, Kansas 66212 (hereinafter "FPS"), and

Utah Department of Transportation
4501 S 2700 W
Box 148240
Salt Lake City UT 84114

Hereinafter "UDOT".

WHEREAS, FPS hereby offers to provide UDOT's employees with access to online training courses in order to provide business training under the terms and conditions set forth herein, upon the acceptance of this Contract by FPS, the parties agree as follows:

1. Access to Online Training.

FPS will provide to the number of UDOT'S employees indicated in Exhibit A appended hereto and incorporated herein, access to all or portion of FPS's online training courses as provided in Exhibit A through individual user ID's and passwords to FPS's online training web site, currently denominated eTrain and found at pryor.com*. FPS agrees to furnish access to those UDOT employees without further charge access to the online training courses selected by UDOT employee's from FPS and third party information service providers (ISPs). Current ISPs are as initially set forth in Exhibit A, and may be updated from time to time. UDOT, at its own expense, shall obtain, maintain, and operate suitable and fully compatible terminal equipment, communications devices, and services required to access FPS's online training web site.

2. Term.

This Subscription Agreement shall be as provided in Exhibit A. However, at any time within 30 (thirty) days of acceptance by UDOT, UDOT may cancel this Subscription Agreement without obligation and FPS will refund to UDOT any monies paid by UDOT pursuant to this Agreement.

3. Online Training Courses, Rates, and Method of Payment.

UDOT agrees to pay to FPS a subscription fee in consideration of the grant of access to the online training courses at the rates and method of payment as provided in Exhibit A. UDOT may add, but may not decrease, individual accounts during the term of this Contract Agreement upon notification to and acknowledgement by FPS. Such added accounts shall be accompanied by an added adjustment to the subscription payment set forth in Exhibit A. All invoices of FPS in connection with the provision of access pursuant to this contract agreement shall be due and payable at the beginning of each year and when received by UDOT. Delinquent accounts shall be subject to interest at the rate of 1.5% per month.

4. Modification.

FPS may add, modify or delete IPSs, courses, services and databases and modify or otherwise change its online training site (including features) without notice. FPS will use its best efforts to notify UDOT of such changes as they arise, either by a separate writing or publication over FPS's online training web site.

5. Limitations of Liability.

FPS does not guarantee uninterrupted working of the pryor.com web site and/or equipment. UDOT agrees that FPS and the ISPs shall not be liable for any indirect, incidental, or consequential damages as a result of, or in connection with, any use by UDOT of FPS's online training web site.

FPS, ITS RELATED AND SUBSIDIARY COMPANIES, AND THE ISPs MAKE NO REPRESENTATION OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OF MERCHANTABILITY, NOR ARE ANY SUCH WARRANTIES TO BE IMPLIED WITH RESPECT TO THE DATE OR SERVICES FURNISHED UNDER THIS CONTRACT AGREEMENT. IN NO EVENT SHALL THE LIABILITY OF FPS, ITS RELATED AND SUBSIDIARY COMPANIES OR OF THE ISPs TO UDOT OR THOSE USING THE ACCOUNTS PROVIDED PURSUANT TO THIS CONTRACT AGREEMENT, REGARDLESS OF THE CAUSE OR FORM OF ACTION, EXCEED THE AMOUNT FOR WHICH THE ALLEGEDLY DEFECTIVE SERVICES WERE SOLD UNDER THIS CONTRACT AGREEMENT.

UDOT hereby agrees to indemnify and hold FPS, its related and subsidiary companies and the ISPs harmless from any claim, expenses and damages resulting from the violation by UDOT of any rights of third parties, including copyright infringement, privacy or proprietary rights. This indemnification obligation shall survive the termination of this Contract Agreement.

6. System Security.

UDOT assumes sole responsibility for its own information technology system security and for use of any passwords assigned to the UDOT employee. FPS shall not be responsible for any breach or harm to UDOT's information technology system.

7. Proprietary Rights.

FPS's online training web site and services provided by FPS pursuant to this Contract Agreement, documentation, and all other property relating to FPS's online training web site, including but not limited to copyrights, service marks, trademarks, patent rights, and trade secrets are proprietary. UDOT acknowledges that FPS's online training web site and services are proprietary and that no such proprietary rights pass to UDOT under this Contract Agreement. UDOT further agrees that any information or data received through FPS's online training web site, regardless of form, is not to be transferred, sold, or in any manner commercially exploited. UDOT agrees that all information and software which is accessible from the ISPs by UDOT through the pryor.com web site is and shall remain the property of the respective ISPs.

8. General.

Neither this Contract Agreement nor any of the rights or obligations under the Contract Agreement or these Terms and Conditions may be assigned or otherwise transferred by UDOT without the prior written consent of FPS. A facsimile signature shall be fully effective the same as an original ink signature. Unless otherwise provided for herein, any notice or communication hereunder shall be in written form and shall be directed to the address shown in the first unnumbered paragraph herein, unless written notice of change of one party's address is given to the other party. This Contract Agreement together with all matters incorporated by reference, including any Supplementary Conditions or other notices provided by FPS in printed form or otherwise published on FPS's online training web site, constitute the entire Contract Agreement between the parties and there are no conditions, representations, or warranties, express or implied, applicable to the matter hereof. The terms and conditions of this Contract Agreement shall be governed in accordance with the laws of Kansas and Utah, both as to performance and interpretation, and FPS and UDOT agree that this Contract Agreement was entered into in the State of Kansas and Utah.

Courses that are offered on this Contract Agreement

DA1001	21 DAYS TO SELF DISCOVERY
DA1002	21 WAYS TO DEFUSE ANGER AND CALM PEOPLE DOWN
DA1007	9 TRAITS OF HIGHLY SUCCESSFUL WORK TEAMS
DA1009	ASSERTIVENESS SKILLS FOR MANAGERS
DA1010	BUILDING A DYNAMIC VOCABULARY I
DA1011	BUILDING A DYNAMIC VOCABULARY II
DA1015	BUILDING SELF-ESTEEM IN YOUR CHILD
DA1017	BUSINESS WRITING FOR RESULTS
DA1018	CONFIDENCE, COMPOSURE AND COMPETENCE FOR WORK
DA1020	COACHING SKILLS FOR MANAGERS & SUPERVISORS
DA1022	COMMUNICATION SKILLS FOR WOMEN
DA1025	DEALING WITH CONFLICT AND CONFRONTATION
DA1026	EXCEPTIONAL CUSTOMER SERVICE
DA1030	FOCUSED LISTENING SKILLS
DA1032	GRAMMAR FOR BUSINESS PROFESSIONALS
DA1033	HIGH-IMPACT BUSINESS WRITING
DA1038	HOW TO DISCIPLINE EMPLOYEES & CORRECT PERFORMANCE
DA1039	HOW TO DELEGATE WORK AND ENSURE IT'S DONE RIGHT
DA1040	HOW TO DEAL WITH DIFFICULT PEOPLE
DA1041	HOW TO WITH NEGATIVITY IN THE WORKPLACE
DA1045	HOW TO LEAD A TEAM
DA1046	HOW TO MANAGE CONFLICT, ANGER & EMOTION
DA1048	HOW TO MANAGE MULTIPLE PROJECTS & MEET DEADLINES
DA1050	HOW TO OVERCOME NEGATIVITY IN THE WORKPLACE
DA1053	HOW TO SUPERVISE PEOPLE
DA1054	HOW TO UNDERSTAND, ACCESS AND USE THE INTERNET
DA1059	LIFE BY DESIGN
DA1061	MEMORY POWER
DA1064	MANAGEMENT SKILLS FOR SECRETARIES, ADM. A.S. STAFF
DA1065	NEGOTIATE LIKE THE PROS
DA1066	HOW TO ORGANIZE YOUR LIFE AND GET RID OF CLUTTER
DA1067	PRACTICAL COACHING SKILLS FOR MANAGERS
DA1069	PROJECT MANAGEMENT
DA1070	POWERFUL PRESENTATION SKILLS
DA1073	PROFESSIONAL TELEPHONE SKILLS
DA1074	PLEASING YOUR HARD-TO-PLEASE CUSTOMERS
DA1075	SUCCEEDING AS A FIRST-TIME MANAGER

DA1076	SELF-DISCIPLINE AND EMOTIONAL CONTROL
DA1077	SELF-DIRECTED WORK TEAMS
DA1080	SELF-ESTEEM FOR WOMEN
DA1083	STRESS MANAGEMENT FOR WOMEN
DA1085	EXCEPTIONAL ASSISTANT
DA1088	THE 9 DEADLIEST SINS OF COMMUNICATION
DA1090	TAKING CONTROL OF YOUR WORKDAY
DA1091	TELECARE, HOW TO PROVIDE EXCEPTIONAL CUSTOMER SERVICE
DA1092	THE GRAMMAR & USAGE SEMINAR
DA1097	TRAINING THE TRAINER
IB1018	FOUR DIMENSIONS OF COMPLETE LEADERSHIP
IB1019	PUTTING FOUR DIMENSIONAL LEADERSHIP IN ACTION
IB1020	UNDERSTANDING CONFLICT
IB1021	CONTENTIOUS TACTICS AND CONFLICT ESCALATION
IB1022	RESOLVING CONFLICT THROUGH PROBLEM SOLVING
IB1023	LANGUAGE OF ACCOUNTING AND FINANCE
IB1024	USING FINANCIAL STATEMENTS IN BUSINESS DECISIONS
IB1025	BUDGETING AND FUNDAMENTALS
IB1026	COMMUNICATE TO DEVELOP RELATIONSHIPS
IB1027	COMMUNICATE TO INCREASE UNDERSTANDING
IB1029	COMMUNICATING BETTER WITH YOUR TEAM
IB1030	ESTABLISHING A SHARED PURPOSE
IB1031	FORGING SHARED TEAM OPERATIONAL VALUES
IB1032	CLARIFYING TEAM ROLES AND PROCEDURES
IB1033	CONDUCTING EFFECTIVE TEAM MEETINGS
IB1035	CONFRONTING AND RESOLVING CONFLICT
IB1036	CONDUCTING SELF-ASSESSMENTS
IB1037	SEEKING ORGANIZATIONAL INTEGRATION
IB1038	SHARING REWARDS AND CELEBRATING
IB1040	TIPS & TECHNIQUES FOR EFFECTIVE COACHING
IB1041	PREPARING TO WRITE EFFECTIVELY TO YOUR AUDIENCE
IB1042	WRITING CONCISELY AND ACCURATELY
IB1043	WRITING EFFECTIVE BUSINESS DOCUMENTS
IB1044	DETERMINE NEED AND SELECT THE PROJECT MANAGER
IB1045	SELECT, EVALUATE AND FUND THE CROSS-FUNCTIONAL TEAM
IB1046	DEVELOPING THE CROSS-FUNCTIONAL TEAM
IB1047	ACHIEVING RESULTS AS A CROSS-FUNCTIONAL TEAM
IB1048	UNDERSTAND AND CONFRONT PERFORMANCE PROBLEMS
IB1049	SET & CLARIFY STANDARDS
IB1050	MOTIVATE AND RECOGNIZE EMPLOYEES
IB1051	USE FORMAL DISCIPLINE MEASURES
IB1052	TEAM FOUNDATIONS
IB1053	TEAM FACILITATION AND DECISION MAKING
IB1054	DEALING WITH TEAM CONFLICT
IB1055	TEAM LEADERSHIP
IB1056	BUILDING A CASE FOR CHANGE
IB1057	GUIDE YOURSELF THROUGH CHANGE
IB1058	MANAGE ORGANIZATIONAL CHANGE PROCESSES
IB1059	ANALYZE YOUR USE OF TIME
IB1060	SETTING GOALS AND PRIORITIZE YOUR USE OF TIME
IB1062	CREATIVE PROCESS AT WORK
IB1065	BUILDING AN OPERATING BUDGET
IB1066	CAPITAL BUDGETING
IB1067	MANAGING BUDGETS EFFECTIVELY
IB1068	PRE-INTERVIEW PROCESS
IB1069	CONDUCTING EFFECTIVE INTERVIEWS
IB1070	CRITICAL PARAMETERS FOR EVALUATING CANDIDATES
IB1071	PATH FROM PESSIMISM TO OPTIMISM
IB1072	PROACTIVE APPROACHES TO STOP NEGATIVITY
IB1073	OVERCOMING ORGANIZATIONAL NEGATIVITY
IB1074	PREPARE FOR YOUR NEW MANAGEMENT ROLE
IB1075	LEAD AND DEVELOP YOUR STAFF
IB1076	COMMUNICATION SKILLS AND POSITIVE ATTITUDE
IB1077	PLANNING YOUR PRESENTATION
IB1078	DELIVERING YOUR PRESENTATION
IB1079	PRESENTING SKILLS WITH CONFIDENCE AND IMPACT
IB1080	HANDLING CALLS WITH CONFIDENCE AND PROFESSIONALISM
IB1081	TURN DIFFICULT CALLERS INTO DELIGHTED CUSTOMERS

IB1082	MANAGING TELEPHONE TECHNOLOGY
IB1083	MS OFFICE: WORD AND POWERPOINT
IB1085	MS EXCEL: BEGINNER
IB1086	MS EXCEL: INTERMEDIATE
IB1087	MS ACCESS: BEGINNER
IB1088	MS ACCESS: INTERMEDIATE
IB1091	GRAMMAR & USAGE
IB1092	MICROSOFT WORD
IB1093	GRAMMAR & USAGE: SENTENCES
IB1094	MICROSOFT WORD: FORMATTING DOCUMENTS
IB1095	CUSTOMER SERVICE
IB1096	MANAGEMENT PROBLEMS OF THE TECHNICAL PERSON
IB1097	E-LEARNING
IB1098	EXCEPTIONAL ASSISTANT
IB1099	CUSTOMER SERVICE: COMMUNICATION
IB1100	SALES
IB1101	EVELYN WOOD READING DYNAMICS

EXHIBIT A

Quote Number: CLM 0000211 dated 03/22/2006
Contract Start Date: 03/23/2006
Contract Expires: 03/23/2009
Contract Years: 3 years from start date
Contract Renewal Option: One-(1) year renewal option
UDOT Employees: 100
Subscription: SUBSCRIPT-10N-LINE TRAINING SUBSCRIPTION
Payment Plan: 350 3 YEARS – 20% DISCOUNT – PAYMENTS DUE ANNUALLY
Web Site Title: UTAH DEPARTMENT OF TRANSPORTATION ON-LINE LEARNING
Organization ID: udotpm
UDOT contact person: Stephenie Johnson ITS/CVO Project Manager
(toll free) 1-866-215-5399
(fax) 801-967-3088
(email) stepheniejohnson@utah.gov

e-Train

Contact:

Christa Moussa
(phone) 1-913-967-8867
(email) cmoussa@pryor.com
(website) www.pryor.com

PRICING

From Range	To Range	Amount/ No. Employee Yrs.	Amount	Discount	Net Amount	Price/ Employee
1	25	\$100.00	\$2500.00			
26	100	\$90.00	\$6750.00			
101	250	\$80.00				
251	500	\$70.00				
Subtotal			\$9250.00	20.00%	\$7400.00	\$74.00
Total		3	\$27750.00	\$5550.00	\$22200.00	\$222.00
Invoices		3	3 YEARS - 20% DISCOUNT – PAYMENTS DUE ANNUAL			